

1 Michael A. Strauss (CA State Bar # 246781)
2 STRAUSS & STRAUSS, APC
226 W. Ojai Avenue, #101-325
3 Ojai, California 93023
4 Telephone: (805) 641-6600
Facsimile: (805) 641-6607
5 Email: mike@strausslawyers.com

6 *Attorneys for Plaintiffs*

7
8 **UNITED STATES DISTRICT COURT**
9 **WESTERN DISTRICT OF WISCONSIN**
10

11 HOWARD J. MOORE, on behalf of
12 himself and a class of employees
and/or former employees similarly
13 situated, ERIK JENSEN, on behalf of
14 himself and a class of employees
and/or former employees similarly
15 situated MATTHEW HOBBS, on
16 behalf of himself and a class of
employees and/or former employees
17 similarly situated, BRUCE HEROUX,
18 on behalf of himself and a class of
employees and/or former employees
19 similarly situated, DAVID BUZAN, on
20 behalf of himself and a class of
employees and/or former employees
21 similarly situated, JOHN GUNTER,
22 on behalf of himself and a class of
employees and/or former employees
23 similarly situated, RYAN BULYCA,
24 on behalf of himself and a class of
employees and/or former employees
25 similarly situated, TRAVIS
26 MAUGER, on behalf of himself and a
class of employees and/or former
27 employees similarly situated,
28 MICHAEL F. SMITH, on behalf of

Case No.

CLASS ACTION COMPLAINT

1 himself and a class of employees
2 and/or former employees similarly
3 situated, CURTIS MATTIES, on
4 behalf of himself and a class of
5 employees and/or former employees
6 similarly situated, and PATRICK
O'DONNELL, on behalf of himself
and a class of employees and/or former
employees similarly situated,

7 Plaintiffs,

8 v.

9 CHARTER COMMUNICATIONS,
10 LLC,

11 Defendant.

12 Plaintiffs, on behalf of themselves and a class of employees and/or former
13 employees similarly situated ("Plaintiffs"), by and through their counsel, bring claims
14 pursuant to the state laws of Connecticut, Florida, Kentucky, Massachusetts,
15 Michigan, Missouri, Montana, New York, North Carolina, Ohio, and Wisconsin,
16 against Defendant CHARTER COMMUNICATIONS, LLC, its subsidiaries and
17 affiliates, and allege, upon personal belief as to themselves and their own acts, and as
18 for all other matters, upon information and belief, and based upon the investigation
19 made by their counsel, as follows:

20 **INTRODUCTION**

21
22 1. This is a class action for unpaid wages and/or unpaid overtime
23 compensation brought pursuant to the wage payment and overtime laws of eleven (11)
24 states in which Defendant does business: Connecticut, Florida, Kentucky,
25 Massachusetts, Michigan, Missouri, Montana, New York, North Carolina, Ohio, and
26 Wisconsin.
27
28

JURISDICTION AND VENUE

2. This Court has original jurisdiction over the state law claims pursuant to 28 U.S.C. § 1332(d)(2)(a) because the amount in controversy exceeds \$5,000,000 and at least one putative class member is a citizen of a state different from the states in which the Defendant is a citizen.

3. Venue is proper pursuant to 28 U.S.C. § 1391(a) and (c) because Defendant is subject to personal jurisdiction in the Western District of Wisconsin.

PARTIES

4. Defendant Charter Communications, LLC (“Charter”) is a limited liability company organized under the laws of the State of Delaware. Charter’s principal place of business is at 12405 Powerscourt Drive, St. Louis, St. Louis County, Missouri 63131.

5. Plaintiff HOWARD J. MOORE (“Moore”) is a natural person and resident of Connecticut. Plaintiff Moore was employed by Charter as full-time, non-exempt employee during the applicable statutory period. Plaintiff Moore is not subject to Charter’s “Solution Channel” arbitration program. Plaintiff Moore brings this action under Connecticut state law on behalf of himself and all other similarly situated employees who currently work, or who worked for Charter as Maintenance Technicians (“Maintenance Techs”) in Connecticut during the applicable statutory period.

6. Plaintiff ERIK JENSEN (“Jensen”) is a natural person and resident of Connecticut. Plaintiff Jensen was employed by Charter as full-time, non-exempt employee during the applicable statutory period. Plaintiff Jensen is not subject to Charter’s “Solution Channel” arbitration program. Plaintiff Jensen brings this action under Florida state law on behalf of himself and all other similarly situated employees who currently work, or who worked for Charter as Maintenance Techs in Florida during the applicable statutory period.

1 7. Plaintiff MATTHEW HOBBS (“Hobbs”) is a natural person and resident
2 of Kentucky. Plaintiff Hobbs was employed by Charter as full-time, non-exempt
3 employee during the applicable statutory period. Plaintiff Hobbs is not subject to
4 Charter’s “Solution Channel” arbitration program. Plaintiff Hobbs brings this action
5 under Kentucky state law on behalf of himself and all other similarly situated
6 employees who currently work, or who worked for Charter as Maintenance Techs in
7 Kentucky during the applicable statutory period.

8 8. Plaintiff BRUCE HEROUX (“Heroux”) is a natural person and resident
9 of Massachusetts. Plaintiff Heroux was employed by Charter as full-time, non-exempt
10 employee during the applicable statutory period. Plaintiff Heroux is not subject to
11 Charter’s “Solution Channel” arbitration program. Plaintiff Heroux brings this action
12 under Massachusetts state law on behalf of himself and all other similarly situated
13 employees who currently work, or who worked for Charter as Maintenance Techs in
14 Massachusetts during the applicable statutory period.

15 9. Plaintiff DAVID BUZAN (“Buzan”) is a natural person and resident of
16 Michigan. Plaintiff Buzan was employed by Charter as full-time, non-exempt
17 employee during the applicable statutory period. Plaintiff Buzan is not subject to
18 Charter’s “Solution Channel” arbitration program. Plaintiff Buzan brings this action
19 under Michigan state law on behalf of himself and all other similarly situated
20 employees who currently work, or who worked for Charter as Maintenance Techs in
21 Michigan during the applicable statutory period.

22 10. Plaintiff JOHN GUNTER (“Gunter”) is a natural person and resident of
23 Missouri. Plaintiff Gunter was employed by Charter as full-time, non-exempt
24 employee during the applicable statutory period. Plaintiff Gunter brings this action
25 under Missouri state law on behalf of himself and all other similarly situated
26 employees who currently work, or who worked for Charter as Maintenance Techs in
27 Missouri during the applicable statutory period.

1 11. Plaintiff RYAN BULYCA (“Bulyca”) is a natural person and resident of
2 Montana. Plaintiff Bulyca was employed by Charter as full-time, non-exempt
3 employee during the applicable statutory period. Plaintiff Bulyca is not subject to
4 Charter’s “Solution Channel” arbitration program. Plaintiff Bulyca brings this action
5 under Montana state law on behalf of himself and all other similarly situated
6 employees who currently work, or who worked for Charter as Maintenance Techs in
7 Montana during the applicable statutory period.

8 12. Plaintiff TRAVIS MAUGER (“Mauger”) is a natural person and resident
9 of New York. Plaintiff Mauger was employed by Charter as full-time, non-exempt
10 employee during the applicable statutory period. Plaintiff Mauger is not subject to
11 Charter’s “Solution Channel” arbitration program. Plaintiff Mauger brings this action
12 under New York state law on behalf of himself and all other similarly situated
13 employees who currently work, or who worked for Charter as Maintenance Techs in
14 New York during the applicable statutory period.

15 13. Plaintiff MICHAEL F. SMITH (“Smith”) is a natural person and resident
16 of North Carolina. Plaintiff Smith was employed by Charter as full-time, non-exempt
17 employee during the applicable statutory period. Plaintiff Smith is not subject to
18 Charter’s “Solution Channel” arbitration program. Plaintiff Smith brings this action
19 under North Carolina state law on behalf of himself and all other similarly situated
20 employees who currently work, or who worked for Charter as Maintenance Techs in
21 North Carolina during the applicable statutory period.

22 14. Plaintiff CURTIS MATTIES (“Matties”) is a natural person and resident
23 of Ohio. Plaintiff Matties was employed by Charter as full-time, non-exempt
24 employee during the applicable statutory period. Plaintiff Matties is not subject to
25 Charter’s “Solution Channel” arbitration program. Plaintiff Matties brings this action
26 under Ohio state law on behalf of himself and all other similarly situated employees
27 who currently work, or who worked for Charter as Maintenance Techs in Ohio during
28 the applicable statutory period.

1 19. Plaintiffs and the class members were assigned on-call duty according to
2 a rotating schedule. Plaintiffs and the class members were required to be available 24
3 hours a day during the periods that they were on-call. Thus, Maintenance Techs
4 assigned to week-long on-call periods worked 128 on-call hours in addition to their
5 regular full-time 40-hour workweek.

6 20. Charter acknowledged and agreed that on-call duty was compensable
7 work. Specifically, Charter paid Plaintiffs and the class members flat-rate
8 compensation known as “On-Call Pay.” On an hourly basis, On-Call Pay amounted
9 to less than \$2.00 per hour.

10 21. In addition to the weekly On-Call Pay, if Plaintiffs and the class members
11 were required to actually report to a specific location while on-call, Charter paid
12 Plaintiffs and the class members “call-out pay,” which was 1.5 times their regular rate
13 of pay. Plaintiff and the class members were often called in to report to a job site
14 during their on-call periods, sometimes more than once per day. Getting called in was
15 a major interruption in their day as responding to emergency outages, including travel
16 time, almost always took over one hour, and frequently took several hours.

17 22. As Maintenance Techs, Charter subjected Plaintiffs and the class
18 members to numerous restrictions while they worked on-call, including, for example:

- 19 (a) Charter required Plaintiffs and the class members to carry a cell phone at
20 all times;
- 21 (b) Charter required Plaintiffs and the class members to always be in an area
22 where Charter could contact them on the cell phones;
- 23 (c) Per the express language of the On-Call Policy, the response time for
24 Plaintiffs and the class members to respond to a call from a supervisor or
25 other Charter personnel was within 15 minutes of receiving the call;
- 26 (d) The On-Call Policy stated that Plaintiffs and the class members were
27 required to report to the job site or other Charter location as soon as was
28 “*reasonably practical after receiving the assignment.*” Charter also

1 advised Plaintiff and the class members that they were expected to report
2 to the site and resolve the particular outage or other emergency all within
3 two hours. The coverage area that Plaintiffs and the class members were
4 responsible for while on-call was expansive. Therefore, in order to be
5 able to respond and resolve emergencies within Charter's time
6 requirements, Plaintiffs and the class members could not travel beyond
7 their coverage area while working on-call;

8 (e) Exacerbating the geographic and time constraints, Charter required
9 Plaintiffs and the class members to be effectively anchored to Charter-
10 owned vehicles the entire time that they were on-call. Specifically, if
11 called in, Plaintiffs and the class members were required report to the site
12 in a Charter-owned vehicle, which was a large "bucket truck" outfitted
13 with a crane-like, mechanized aerial lift platform (the "Bucket Trucks").
14 The Bucket Trucks enabled Plaintiffs and the class members to perform
15 maintenance and repair work at heights up to about 40 feet. Per Charter
16 policy, Plaintiffs and the class members took the Bucket Trucks home
17 with them after their regular workweek shifts, including the period during
18 which that they were on-call. Charter monitored the exact location of the
19 Bucket Trucks at all times through the vehicle's ignition-triggered GPS
20 system;

21 (f) Charter permitted Plaintiffs and the class members to drive the company-
22 assigned Bucket Trucks for personal use during on-call periods in order
23 to "*minimize response time*" after being called to report to a site.
24 However, Charter did not allow Plaintiffs and the class members to use
25 the Buckets Truck as a regular "daily driver" vehicles in order to perform
26 day-to-day errands and quick trips, nor was it feasible to use the large,
27 heavy-equipment Bucket Trucks for such purposes. The result is that,
28 while on-call, Plaintiffs and the class members generally had to park and

1 keep the Bucket Trucks at their residences, and then they stayed there
 2 tethered to the Bucket Trucks. If they traveled more than a few minutes
 3 away, they could not comply with their on-call reporting time and outage
 4 resolution obligations;

5 (g) Moreover, any use of the Bucket Trucks for personal purposes while on-
 6 call was subject to onerous restrictions and requirements. For example,
 7 when Plaintiffs and the class members used their Bucket Trucks during
 8 on-call periods, they were required to drive alone. They were “*strictly*
 9 *prohibited from transporting any-non employee in a Charter vehicle,*”
 10 including friends or family-members;

11 (h) Also, during their on-call periods, every time Plaintiffs and the class
 12 members drove the Bucket Trucks after leaving them unattended, or
 13 every time that they drove the Bucket Trucks in reverse gear – whether
 14 using the Bucket Trucks in response to a “call out” from Charter or for
 15 personal use – Charter required the Plaintiffs and the class members to
 16 first perform a “Circle of Safety” procedure. This extensive vehicle and
 17 safety check included “*looking under the vehicle and around the tires for*
 18 *children, animals or other potential hazards, signs of mechanical defects*
 19 *like dripping/puddle of water, oil, transmission or other fluids, and*
 20 *broken, loose, or missing vehicle components.*”;

21 (i) Plaintiffs and the class members were also required to inspect the Bucket
 22 Trucks during on-call periods on a daily basis, including on days which
 23 Plaintiffs and the class members did not work one of their regular
 24 workweek shifts. This daily inspection requirement included visually
 25 inspecting or testing the brakes, steering, lights, wipers, body damage,
 26 glass breakage, or other necessary equipment;

27 (j) Plaintiffs and the class members were also required, on a daily basis, and
 28 even on days in which they did not work one of their regular workweek

shifts, to maintain the Bucket Trucks in a “*neat and clean*” condition by, among other things, disposing of all “[e]xcessive trash (*fast food bags, soft drink cans, coffee cups, candy bar wrappers, etc.*)” No trash was allowed to be left in the open truck beds or on the aerial lift units.

(k) Further, at all times during the on-call periods, Charter required Plaintiffs and the class members to comply with Charter’s Motor Vehicle Policy. As such, if they did drive the Bucket Trucks while on-call, Plaintiff and the class members were prohibited from doing the following – *even if using the Bucket Truck for personal purposes*:

- keeping non-Charter-issued tools or equipment in the Bucket Trucks;
- eating anything;
- making outgoing cell phone calls while driving, including personal calls. They were required to pull over to the side of the road to make the outgoing call, even if they had the capability to make the call using hands-free technology;
- keeping a wireless device on the center console or otherwise “unsecured”;
- using a GPS device that required them to physically tap the device;
- using a radar detector;
- transporting firearms, fireworks, or flammable liquids;
- smoking or using smokeless vapor tobacco products; and
- parking the Bucket Trucks on private property other than Plaintiffs’ or the class members’ own private property. Thus, Plaintiffs and the class members could only park the Bucket Trucks on public streets when they used them for personal purposes while on-call. Further, when they parked the Bucket Trucks on these public streets, Plaintiffs and the class members were required by

1 Charter to place orange safety cones around the perimeter of the
2 vehicles.

3 (l) If involved in any accident in the Bucket Trucks during the on-call
4 periods, even on days when they did not work one of their regular
5 workweek shifts, Plaintiffs and the class members were required to
6 submit to a drug and alcohol test within 24 hours. Charter further
7 required Plaintiffs and the class members to “*not admit responsibility for*
8 *a vehicle accident to any person*” including to law enforcement, even if
9 the accident had been their fault;

10 (m) In addition to the required “Circle of Safety” check, every time Plaintiffs
11 and the class members left a Bucket Truck unattended, they were required
12 to always lock all doors and equipment containers and ensure that all
13 applicable safety procedures had been followed, and to remove all
14 personal articles from the vehicles or hide the articles from view;

15 (n) Charter also required Plaintiffs and the class members to always report to
16 a job site in uniform. Because of this restriction, Plaintiffs and the class
17 members had to either wear their uniforms while on-call or always carry
18 the uniforms with them and have them at their immediate disposal so that
19 he had the ability to quickly change if called out; and

20 (o) Charter also required Plaintiffs and the class members to always remain
21 in the physical and mental condition that was expected during regular
22 work hours, which effectively prohibited them from drinking alcohol,
23 taking sleep aids and various other medications, or engaging in any other
24 activity that might affect their physical or mental condition.

25 23. As stated, during the on-call periods, Plaintiffs and the class members
26 were required to work on-call every hour outside of their regular work shift. For
27 example, a Maintenance Tech that worked a week-long on-call period worked his or
28 her regular full-time 40-hour work week, and then worked an additional 128 on call

1 hours. Despite Charter's agreement that on-call time was compensable working time,
2 and the excessive and highly restrictive degree of control exercised by Charter during
3 the on-call periods, Charter only paid Plaintiffs and the class members flat rate
4 compensation which amounted to less than \$2.00 per hour. This rate was far below
5 the minimum wage and overtime rates of pay required under the state laws applicable
6 to the respective Plaintiffs and class members.

7 24. Apart from violating minimum wage and overtime laws with regard to
8 on-call hours, Charter failed to pay minimum wage and overtime compensation for
9 the work that Plaintiffs' and the class members performed in connection with
10 maintaining, inspecting, and safeguarding the Bucket Trucks and adhering to Charter's
11 Motor Vehicle Policy. For example, Charter required Plaintiffs and the class members
12 to perform a "Circle of Safety" inspection every time they drove the Bucket Truck,
13 even on days that they did not work one of their regular workweek shifts when they
14 used the Bucket Trucks for personal purposes. This was work in excess of their regular
15 40-hour workweek for which they received no overtime compensation. In addition,
16 Charter required Plaintiffs and the class members to perform *daily* maintenance and
17 safety inspections and cleaning of the Bucket Truck, even on days that they did not
18 work one of their regular workweek shifts. This was also work in excess of Plaintiffs
19 and the class members' regular 40-hour workweek for which they received no
20 overtime compensation.

21 **CLASS ACTION ALLEGATIONS**

22 25. Representative Plaintiffs bring claims for relief on their own behalf and
23 as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure. Each
24 representative Plaintiff asserts claims under the respective wage and overtime laws for
25 the state in which that particular representative Plaintiff worked.

26 26. Plaintiffs seek to represent a class, and eleven separate sub-classes, that
27 consist of all current and former Charter employees who worked in one or more of the
28 States referenced in Paragraph 1 of this Complaint, who, within the applicable

1 limitations period(s): (i) held one or more of the following positions: Maintenance
2 Tech I, Maintenance Tech II, and/or Maintenance Tech III; (ii) are not subject to
3 Charter's "Solution Channel" arbitration program; (iii) were assigned a Charter-
4 owned bucket truck or other company vehicle, and; (iv) and who, on one or more
5 occasion, worked "on-call."

6 27. The Connecticut sub-class consists of all current and former Charter
7 employees who worked in Connecticut and who, within the applicable limitations
8 period(s): (i) held one or more of the following positions: Maintenance Tech I,
9 Maintenance Tech II, and/or Maintenance Tech III; (ii) are not subject to Charter's
10 "Solution Channel" arbitration program; (iii) were assigned a Charter-owned bucket
11 truck or other company vehicle, and; (iv) and who, on one or more occasion, worked
12 "on-call."

13 28. The Florida sub-class consists of all current and former Charter
14 employees who worked in Florida and who, within the applicable limitations
15 period(s): (i) held one or more of the following positions: Maintenance Tech I,
16 Maintenance Tech II, and/or Maintenance Tech III; (ii) are not subject to Charter's
17 "Solution Channel" arbitration program; (iii) were assigned a Charter-owned bucket
18 truck or other company vehicle, and; (iv) and who, on one or more occasion, worked
19 "on-call."

20 29. The Kentucky sub-class consists of all current and former Charter
21 employees who worked in Kentucky and who, within the applicable limitations
22 period(s): (i) held one or more of the following positions: Maintenance Tech I,
23 Maintenance Tech II, and/or Maintenance Tech III; (ii) are not subject to Charter's
24 "Solution Channel" arbitration program; (iii) were assigned a Charter-owned bucket
25 truck or other company vehicle, and; (iv) and who, on one or more occasion, worked
26 "on-call."

27 30. The Massachusetts sub-class consists of all current and former Charter
28 employees who worked in Massachusetts and who, within the applicable limitations

1 period(s): (i) held one or more of the following positions: Maintenance Tech I,
 2 Maintenance Tech II, and/or Maintenance Tech III; (ii) are not subject to Charter's
 3 "Solution Channel" arbitration program; (iii) were assigned a Charter-owned bucket
 4 truck or other company vehicle, and; (iv) and who, on one or more occasion, worked
 5 "on-call."

6 31. The Michigan sub-class consists of all current and former Charter
 7 employees who worked in Michigan and who, within the applicable limitations
 8 period(s): (i) held one or more of the following positions: Maintenance Tech I,
 9 Maintenance Tech II, and/or Maintenance Tech III; (ii) are not subject to Charter's
 10 "Solution Channel" arbitration program; (iii) were assigned a Charter-owned bucket
 11 truck or other company vehicle, and; (iv) and who, on one or more occasion, worked
 12 "on-call."

13 32. The Missouri sub-class consists of all current and former Charter
 14 employees who worked in Missouri and who, within the applicable limitations
 15 period(s): (i) held one or more of the following positions: Maintenance Tech I,
 16 Maintenance Tech II, and/or Maintenance Tech III; (ii) are not subject to Charter's
 17 "Solution Channel" arbitration program; (iii) were assigned a Charter-owned bucket
 18 truck or other company vehicle, and; (iv) and who, on one or more occasion, worked
 19 "on-call."

20 33. The Montana sub-class consists of all current and former Charter
 21 employees who worked in Montana and who, within the applicable limitations
 22 period(s): (i) held one or more of the following positions: Maintenance Tech I,
 23 Maintenance Tech II, and/or Maintenance Tech III; (ii) are not subject to Charter's
 24 "Solution Channel" arbitration program; (iii) were assigned a Charter-owned bucket
 25 truck or other company vehicle, and; (iv) and who, on one or more occasion, worked
 26 "on-call."

27 34. The New York sub-class consists of all current and former Charter
 28 employees who worked in New York and who, within the applicable limitations

1 period(s): (i) held one or more of the following positions: Maintenance Tech I,
2 Maintenance Tech II, and/or Maintenance Tech III; (ii) are not subject to Charter's
3 "Solution Channel" arbitration program; (iii) were assigned a Charter-owned bucket
4 truck or other company vehicle, and; (iv) and who, on one or more occasion, worked
5 "on-call."

6 35. The North Carolina sub-class consists of all current and former Charter
7 employees who worked in North Carolina and who, within the applicable limitations
8 period(s): (i) held one or more of the following positions: Maintenance Tech I,
9 Maintenance Tech II, and/or Maintenance Tech III; (ii) are not subject to Charter's
10 "Solution Channel" arbitration program; (iii) were assigned a Charter-owned bucket
11 truck or other company vehicle, and; (iv) and who, on one or more occasion, worked
12 "on-call."

13 36. The Ohio sub-class consists of all current and former Charter employees
14 who worked in Ohio and who, within the applicable limitations period(s): (i) held one
15 or more of the following positions: Maintenance Tech I, Maintenance Tech II, and/or
16 Maintenance Tech III; (ii) are not subject to Charter's "Solution Channel" arbitration
17 program; (iii) were assigned a Charter-owned bucket truck or other company vehicle,
18 and; (iv) and who, on one or more occasion, worked "on-call."

19 37. The Wisconsin sub-class consists of all current and former Charter
20 employees who worked in Wisconsin and who, within the applicable limitations
21 period(s): (i) held one or more of the following positions: Maintenance Tech I,
22 Maintenance Tech II, and/or Maintenance Tech III; (ii) are not subject to Charter's
23 "Solution Channel" arbitration program; (iii) were assigned a Charter-owned bucket
24 truck or other company vehicle, and; (iv) and who, on one or more occasion, worked
25 "on-call."

26 38. The respective statewide classes are so numerous that joinder of all
27 members is impracticable. On information and belief, the total number of putative
28 class members for each statewide class is at least fifty individuals.

1 39. There are numerous and substantial questions of law and fact common to
2 members of the statewide classes including, but not limited to, the following:

- 3 a. Whether Charter failed to properly compensate class members for all the
4 work that Charter required, encouraged or permitted class members to
5 perform;
- 6 b. Whether Charter failed to pay class members all compensation, including
7 minimum wages and overtime wages, rightfully owed;
- 8 c. Whether Charter failed to compensate class members for all work
9 performed in excess of 40 hours per work week with overtime premium
10 wages;
- 11 d. Whether Charter's payment of On-Call Pay to Maintenance Techs
12 pursuant to its On-Call Policy violates the respective minimum wage and
13 overtime laws of the states where the representative Plaintiff and the class
14 members worked;
- 15 e. Whether Charter willfully failed to comply with the wage and overtime
16 laws of the states where the representative Plaintiffs and the class
17 members worked; and
- 18 f. Plaintiff anticipates that Charter will raise defenses that are common to
19 the class.

20 40. The representative Plaintiffs will fairly and adequately protect the
21 interests of the statewide classes. Representative Plaintiffs have retained experienced
22 counsel that are competent in the prosecution of complex litigation and who have
23 experience acting as class counsel specifically in wage and hour litigation.

24 41. The claims asserted by the representative Plaintiffs are typical of the class
25 members they seek to represent. The Representative Plaintiffs have the same interest
26 and suffer from the same injuries as the class members.

27 42. Upon information and belief, there are no other class members who have
28 an interest individually controlling the prosecution of his or her individual claims;

1 however, if any such class member should become known, he or she can “opt out” of
2 this action in accordance with Rule 23.

3 43. In addition, the numerous common questions of law predominate over
4 individual questions because Charter’s alleged underlying activities and impact of its
5 policies and practices affected class members in the same manner: they were subjected
6 to the same policy of suffering and performing work in excess of 40 hours per work
7 week without receiving their duly-earned overtime premium wages, and suffering and
8 performing work without receiving their duly-earned minimum wages.

9 44. A class action is superior to other available means for the fair and
10 efficient adjudication of this controversy because the individual joinder of the parties
11 is impracticable. Class action treatment will allow a large number of similarly situated
12 persons to prosecute their common claims in a single forum simultaneously, efficiently
13 and without the unnecessary duplication of effort and expenses if these claims were
14 brought individually. Moreover, the expenses and burden of individual litigation
15 would make it difficult for plaintiffs to bring individual claims. The presentation of
16 separate actions by individual class members could create a risk of inconsistent and
17 varying adjudications, establish incompatible standards of conduct for Charter and/or
18 substantially impair or impede the ability of class members to protect their interests.

19 45. Without a class action, Charter will likely retain the benefit of its
20 wrongdoing and will continue a course of action, which will result in further damages
21 to the Plaintiffs and the class members.

22 **THE CONNECTICUT SUB-CLASS**

23
24 **COUNT I**
25 **FAILURE TO PAY MINIMUM OR ACTUAL WAGES UNDER**
26 **THE STATE LAWS OF CONNECTICUT**

27 46. Plaintiffs re-allege and incorporates the preceding paragraphs of this
28 Complaint as if fully set forth herein.

47. The time that Plaintiff Moore and the Connecticut class members spent engaged in the activities described herein is compensable as minimum and/or actual wages under Connecticut's wage and hour laws.

48. Charter has failed to pay Plaintiff Moore and the Connecticut class members minimum and/or actual wages for the activities described herein in violation of Connecticut's wage and hour laws.

COUNT II
**FAILURE TO PAY OVERTIME COMPENSATION UNDER
THE STATE LAWS OF CONNECTICUT**

49. Plaintiffs re-allege and incorporates the preceding paragraphs of this Complaint as if fully set forth herein.

50. The time that Plaintiff Moore and the Connecticut class members spent engaged in the activities described herein is compensable as overtime wages under Connecticut's wage and hour laws.

51. Charter has failed to pay Plaintiff Moore and the Connecticut class members overtime wages for the activities described herein in violation of Connecticut's wage and hour laws.

THE FLORIDA SUB-CLASS

COUNT III
**FAILURE TO PAY MINIMUM OR ACTUAL WAGES UNDER
THE STATE LAWS OF FLORIDA**

52. Plaintiffs re-allege and incorporates the preceding paragraphs of this Complaint as if fully set forth herein.

53. The time that Plaintiff Jensen and the Florida class members spent engaged in the activities described herein is compensable as minimum and/or actual wages under Florida's wage and hour laws.

1 54. Charter has failed to pay Plaintiff Jensen and the Florida class members
2 minimum and/or actual wages for the activities described herein in violation of
3 Florida's wage and hour laws.

4
5 **THE KENTUCKY SUB-CLASS**

6 **COUNT IV**

7 **FAILURE TO PAY MINIMUM OR ACTUAL WAGES UNDER**
8 **THE STATE LAWS OF KENTUCKY**

9 55. Plaintiffs re-allege and incorporates the preceding paragraphs of this
10 Complaint as if fully set forth herein.

11 56. The time that Plaintiff Hobbs and the Kentucky class members spent
12 engaged in the activities described herein is compensable as minimum and/or actual
13 wages under Kentucky's wage and hour laws.

14 57. Charter has failed to pay Plaintiff Hobbs and the Kentucky class members
15 minimum and/or actual wages for the activities described herein in violation of
16 Kentucky's wage and hour laws.

17 **COUNT V**

18 **FAILURE TO PAY OVERTIME COMPENSATION UNDER**
19 **THE STATE LAWS OF KENTUCKY**

20 58. Plaintiffs re-allege and incorporates the preceding paragraphs of this
21 Complaint as if fully set forth herein.

22 59. The time that Plaintiff Hobbs and the Kentucky class members spent
23 engaged in the activities described herein is compensable as overtime wages under
24 Kentucky's wage and hour laws.

25 60. Charter has failed to pay Plaintiff Hobbs and the Kentucky class members
26 overtime wages for the activities described herein in violation of Kentucky's wage and
27 hour laws.

THE MASSACHUSETTS SUB-CLASS

COUNT VI

**FAILURE TO PAY MINIMUM OR ACTUAL WAGES UNDER
THE STATE LAWS OF MASSACHUSETTS**

61. Plaintiffs re-allege and incorporates the preceding paragraphs of this Complaint as if fully set forth herein.

62. The time that Plaintiff Heroux and the Massachusetts class members spent engaged in the activities described herein is compensable as minimum and/or actual wages under Massachusetts' wage and hour laws.

63. Charter has failed to pay Plaintiff Heroux and the Massachusetts class members minimum and/or actual wages for the activities described herein in violation of Massachusetts' wage and hour laws.

COUNT VII

**FAILURE TO PAY OVERTIME COMPENSATION UNDER
THE STATE LAWS OF MASSACHUSETTS**

64. Plaintiffs re-allege and incorporates the preceding paragraphs of this Complaint as if fully set forth herein.

65. The time that Plaintiff Heroux and the Massachusetts class members spent engaged in the activities described herein is compensable as overtime wages under Massachusetts' wage and hour laws.

66. Charter has failed to pay Plaintiff Heroux and the Massachusetts class members overtime wages for the activities described herein in violation of Massachusetts' wage and hour laws.

THE MICHIGAN SUB-CLASS

COUNT VIII

**FAILURE TO PAY MINIMUM OR ACTUAL WAGES UNDER
THE STATE LAWS OF MICHIGAN**

67. Plaintiffs re-allege and incorporates the preceding paragraphs of this Complaint as if fully set forth herein.

68. The time that Plaintiff Buzan and the Michigan class members spent engaged in the activities described herein is compensable as minimum and/or actual wages under Michigan's wage and hour laws.

69. Charter has failed to pay Plaintiff Buzan and the Michigan class members minimum and/or actual wages for the activities described herein in violation of Michigan's wage and hour laws.

COUNT IX

**FAILURE TO PAY OVERTIME COMPENSATION UNDER
THE STATE LAWS OF MICHIGAN**

70. Plaintiffs re-allege and incorporates the preceding paragraphs of this Complaint as if fully set forth herein.

71. The time that Plaintiff Buzan and the Michigan class members spent engaged in the activities described herein is compensable as overtime wages under Michigan's wage and hour laws.

72. Charter has failed to pay Plaintiff Buzan and the Michigan class members overtime wages for the activities described herein in violation of Michigan's wage and hour laws.

THE MISSOURI SUB-CLASS

COUNT X

**FAILURE TO PAY MINIMUM OR ACTUAL WAGES UNDER
THE STATE LAWS OF MISSOURI**

73. Plaintiffs re-allege and incorporates the preceding paragraphs of this Complaint as if fully set forth herein.

74. The time that Plaintiff Gunter and the Missouri class members spent engaged in the activities described herein is compensable as minimum and/or actual wages under Missouri's wage and hour laws.

75. Charter has failed to pay Plaintiff Gunter and the Missouri class members minimum and/or actual wages for the activities described herein in violation of Texas' wage and hour laws.

COUNT XI

**FAILURE TO PAY OVERTIME COMPENSATION UNDER
THE STATE LAWS OF MISSOURI**

76. Plaintiffs re-allege and incorporates the preceding paragraphs of this Complaint as if fully set forth herein.

77. The time that Plaintiff Gunter and the Missouri class members spent engaged in the activities described herein is compensable as overtime wages under Missouri's wage and hour laws.

78. Charter has failed to pay Plaintiff Gunter and the Missouri class members overtime wages for the activities described herein in violation of Missouri's wage and hour laws.

THE MONTANA SUB-CLASS

COUNT XII

**FAILURE TO PAY MINIMUM OR ACTUAL WAGES UNDER
THE STATE LAWS OF MONTANA**

79. Plaintiffs re-allege and incorporates the preceding paragraphs of this Complaint as if fully set forth herein.

80. The time that Plaintiff Bulyca and the Montana class members spent engaged in the activities described herein is compensable as minimum and/or actual wages under Montana's wage and hour laws.

81. Charter has failed to pay Plaintiff Bulyca and the Montana class members minimum and/or actual wages for the activities described herein in violation of Montana's wage and hour laws.

COUNT XIII

**FAILURE TO PAY OVERTIME COMPENSATION UNDER
THE STATE LAWS OF MONTANA**

82. Plaintiffs re-allege and incorporates the preceding paragraphs of this Complaint as if fully set forth herein.

83. The time that Plaintiff Bulyca and the Montana class members spent engaged in the activities described herein is compensable as overtime wages under Montana's wage and hour laws.

84. Charter has failed to pay Plaintiff Bulyca and the Montana class members overtime wages for the activities described herein in violation of Montana's wage and hour laws.

THE NEW YORK SUB-CLASS

COUNT XIV

**FAILURE TO PAY MINIMUM OR ACTUAL WAGES UNDER
THE STATE LAWS OF NEW YORK**

85. Plaintiffs re-allege and incorporates the preceding paragraphs of this Complaint as if fully set forth herein.

86. The time that Plaintiff Mauger and the New York class members spent engaged in the activities described herein is compensable as minimum and/or actual wages under New York's wage and hour laws.

87. Charter has failed to pay Plaintiff Mauger and the New York class members minimum and/or actual wages for the activities described herein in violation of New York's wage and hour laws.

COUNT XV

**FAILURE TO PAY OVERTIME COMPENSATION UNDER
THE STATE LAWS OF NEW YORK**

88. Plaintiffs re-allege and incorporates the preceding paragraphs of this Complaint as if fully set forth herein.

89. The time that Plaintiff Mauger and the New York class members spent engaged in the activities described herein is compensable as overtime wages under New York's wage and hour laws.

90. Charter has failed to pay Plaintiff Mauger and the New York class members overtime wages for the activities described herein in violation of New York's wage and hour laws.

THE NORTH CAROLINA SUB-CLASS

COUNT XVI

**FAILURE TO PAY MINIMUM OR ACTUAL WAGES UNDER
THE STATE LAWS OF NORTH CAROLINA**

91. Plaintiffs re-allege and incorporates the preceding paragraphs of this Complaint as if fully set forth herein.

92. The time that Plaintiff Smith and the North Carolina class members spent engaged in the activities described herein is compensable as minimum and/or actual wages under North Carolina's wage and hour laws.

93. Charter has failed to pay Plaintiff Smith and the North Carolina class members minimum and/or actual wages for the activities described herein in violation of North Carolina's wage and hour laws.

COUNT XVII

**FAILURE TO PAY OVERTIME COMPENSATION UNDER
THE STATE LAWS OF NORTH CAROLINA**

94. Plaintiffs re-allege and incorporates the preceding paragraphs of this Complaint as if fully set forth herein.

95. The time that Plaintiff Smith and the North Carolina class members spent engaged in the activities described herein is compensable as overtime wages under North Carolina's wage and hour laws.

96. Charter has failed to pay Plaintiff Smith and the North Carolina class members overtime wages for the activities described herein in violation of North Carolina's wage and hour laws.

THE OHIO SUB-CLASS

COUNT XVIII

**FAILURE TO PAY MINIMUM OR ACTUAL WAGES UNDER
THE STATE LAWS OF OHIO**

97. Plaintiffs re-allege and incorporates the preceding paragraphs of this Complaint as if fully set forth herein.

98. The time that Plaintiff Matties and the Ohio class members spent engaged in the activities described herein is compensable as minimum and/or actual wages under Ohio's wage and hour laws.

99. Charter has failed to pay Plaintiff Matties and the Ohio class members minimum and/or actual wages for the activities described herein in violation of Ohio's wage and hour laws.

COUNT XIX

**FAILURE TO PAY OVERTIME COMPENSATION UNDER
THE STATE LAWS OF OHIO**

100. Plaintiffs re-allege and incorporates the preceding paragraphs of this Complaint as if fully set forth herein.

101. The time that Plaintiff Matties and the Ohio class members spent engaged in the activities described herein is compensable as overtime wages under Ohio's wage and hour laws.

102. Charter has failed to pay Plaintiff Matties and the Ohio class members overtime wages for the activities described herein in violation of Ohio's wage and hour laws.

THE WISCONSIN SUB-CLASS

COUNT XX

**FAILURE TO PAY MINIMUM OR ACTUAL WAGES UNDER
THE STATE LAWS OF WISCONSIN**

103. Plaintiffs re-allege and incorporates the preceding paragraphs of this Complaint as if fully set forth herein.

1 104. The time that Plaintiff O'Donnell and the Wisconsin class members spent
2 engaged in the activities described herein is compensable as minimum and/or actual
3 wages under Wisconsin's wage and hour laws.

4 105. Charter has failed to pay Plaintiff O'Donnell and the Wisconsin class
5 members minimum and/or actual wages for the activities described herein in violation
6 of Wisconsin's wage and hour laws.

7
8 **COUNT XXI**
9 **FAILURE TO PAY OVERTIME COMPENSATION UNDER**
10 **THE STATE LAWS OF WISCONSIN**

11 106. Plaintiffs re-allege and incorporates the preceding paragraphs of this
12 Complaint as if fully set forth herein.

13 107. The time that Plaintiff O'Donnell and the Wisconsin class members spent
14 engaged in the activities described herein is compensable as overtime wages under
15 Wisconsin's wage and hour laws.

16 108. Charter has failed to pay Plaintiff O'Donnell and the Wisconsin class
17 members overtime wages for the activities described herein in violation of
18 Wisconsin's wage and hour laws.

19 **PRAYER FOR RELIEF**

20 **WHEREFORE** Plaintiffs and the class members request that this Court:

21 1. Certify the state law claims set forth above as a class action pursuant to
22 Rule 23 of the Federal Rules of Civil Procedure.

23 2. Award Plaintiffs and the class members their unpaid minimum, actual,
24 and/or overtime wages as provided under the state laws of Connecticut, Florida,
25 Kentucky, Massachusetts, Michigan, Missouri, Montana, New York, North Carolina,
26 Ohio, and Wisconsin.

27 3. Award Plaintiffs and the class members liquidated damages, or other
28 statutory penalties, as provided under applicable state law.

1 4. Award Plaintiffs and the class members attorney's fees, costs, and
2 interest as provided under state law;

3 5. Award such other further relief as the Court deems just and proper.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiffs and the class members respectfully demand a jury trial on all claims
6 triable.

7 Respectfully submitted,

8
9 Date: July 6, 2021

 STRAUSS & STRAUSS, APC

10
11 By: s/ Michael A. Strauss
12 Attorneys for Plaintiffs, individually
13 and on behalf of all others similarly
14 situated
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